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Dreams Fulfilled, LLC

UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA

CMG WORLDWIDE, INC.,  
Plaintiff,

v.

DREAMS FULFILLED, LLC,  
Defendant.

*and related counterclaims*

DREAMS FULFILLED, LLC,  
Third-Party Plaintiff,

v.

RACHEL ROBINSON AND THE  
ESTATE OF JACKIE ROBINSON,  
Third-Party Defendants.

Case No. 19-cv-1087 RGK PLA

**DEFENDANT AND THIRD PARTY  
PLAINTIFF DREAMS FULFILLED,  
LLC'S THIRD PARTY  
COMPLAINT AGAINST THIRD  
PARTY DEFENDANTS RACHEL  
ROBINSON AND THE ESTATE OF  
JACKIE ROBINSON**

1 Defendant and Third-Party Plaintiff DREAMS FULFILLED, LLC.  
2 (“Dreams Fulfilled”) hereby submits its Third-Party Complaint against Rachel  
3 Robinson (“Ms. Robinson”) and The Estate of Jackie Robinson (the “Estate”;  
4 collectively, “Defendants”) and alleges as follows:

5 **I. THE PARTIES**

6 1. Dreams Fulfilled is incorporated and headquartered in the State  
7 of Washington. It is wholly owned by Jay Caldwell, who is a citizen of the State  
8 of Washington who resides in Kirkland, Washington.

9 2. Ms. Robinson is a resident and citizen of the State of  
10 Connecticut and the executor of the Estate.

11 3. The Estate is a citizen of Connecticut.

12 **II. JURISDICTION AND VENUE**

13 4. This Court has jurisdiction over the subject matter of this  
14 dispute pursuant to 28 U.S.C. § 1332 because this is an action between citizens of  
15 different States and because the matter in controversy exceeds the sum of \$75,000  
16 exclusive of interest and costs, and because the right to relief arises from the same  
17 transactions or occurrences at issue between original plaintiff CMG Worldwide  
18 and original defendant Dreams Fulfilled.

19 5. This Court has personal jurisdiction over Defendants because  
20 Defendants regularly transact business in California, much of the improper conduct  
21 alleged in this Complaint occurred in California, and the relevant contract  
22 described below provides that the parties agree to judicial resolution of this dispute  
23 in California.

24 6. Venue is proper in the United States District Court for the  
25 Central District of California pursuant to 28 U.S.C. § 1391(b) because a substantial  
26 part of the events or omissions giving rise to Dreams Fulfilled’s claims occurred in  
27 this District.  
28

### III. FACTUAL BACKGROUND

7. Mr. Caldwell is a lifelong baseball fan and longtime collector of baseball memorabilia. He became particularly interested in the Negro Leagues in the 1990s, and in 2012, he staged a successful art exhibit at the Negro Leagues Baseball Museum (“NLBM”) in conjunction with the Major League Baseball All-Star game held in Kansas City that year.

8. After his first successful show, Mr. Caldwell developed the idea of staging an art exhibit and memorabilia show in conjunction with the centennial celebration of the 1920 founding of the Negro National League (“NNL”).

Mr. Caldwell formed Dreams Fulfilled in 2016 to help realize his plan. Soon thereafter, Mr. Caldwell expanded his plan to include a celebration of the 100th anniversary of the 1919 birth of Jackie Robinson. In addition to the celebration events, Mr. Caldwell wanted to develop and sell memorabilia related to these occasions with the goals of promoting knowledge of Negro Leagues history, raising money for NLBM and the players’ families through royalties and product sales, and bringing attention to the planned celebrations.

9. In the months following, Mr. Caldwell worked diligently to obtain the rights and licenses necessary for his planned memorabilia product lines. Because of these efforts, he obtained licenses from the NLBM, which owns the intellectual property related to many Negro Leagues teams, and from the estates of over a dozen notable Negro Leagues players.

10. Dreams Fulfilled executed its first related contract with the NLBM in June 2017. Among other provisions, this contract granted Dreams Fulfilled a license to produce several products including four with exclusive rights for the NNL centennial celebration. The exclusive rights included “a set of bobble heads featuring ten (10) or more negro league players.” Mr. Caldwell next sought to obtain the relevant rights from the players, including civil rights icon Jackie Robinson.

1           11. The original plaintiff in this action, CMG Worldwide, Inc.  
2 (“CMG”), is the longtime active business agent for the intellectual property of The  
3 Estate, which is executed by Ms. Robinson, who was Jackie Robinson’s wife at the  
4 time of his untimely passing. The Estate is one of CMG’s most prominent clients  
5 and is the marquee sports client for CMG’s chairman and Chief Executive Officer,  
6 Mark Roesler. CMG and Mr. Roesler are, and at all relevant times have been,  
7 actual and apparent agents of Ms. Robinson and the Estate. Accordingly, in mid-  
8 2017, Mr. Caldwell approached CMG and Mr. Roesler about obtaining licenses  
9 related to Jackie Robinson intellectual property for Dreams Fulfilled.

10           12. The resulting Licensing Agreement dated February 27, 2018  
11 (the “Contract”) was carefully negotiated. In particular, Dreams Fulfilled sought  
12 licenses to use Jackie Robinson’s likeness in connection with bobbleheads and  
13 collector’s wine, both of which were central to Mr. Caldwell’s plans regarding the  
14 upcoming centennial celebrations. During the negotiations, CMG repeatedly  
15 represented to Dreams Fulfilled that the bobblehead rights conveyed in the  
16 Contract were to be exclusive – that is, that *only* Dreams Fulfilled would have the  
17 right to create, promote, and sell Jackie Robinson bobbleheads.

18           13. The Contract states that it is “between Mrs. Rachel Robinson”  
19 and Dreams Fulfilled. The Contract has signature blocks for “‘Licensor’ Estate of  
20 Jackie Robinson” and “‘Licensee’ Dreams Fulfilled, LLC”, and is signed by  
21 Mr. Roesler and Mr. Caldwell respectively.

22           14. In November 2017, CMG Director of Marketing and Licensing  
23 Samantha Chang informed Dreams Fulfilled that the bobblehead license had been  
24 approved (“We also have approval to proceed with Jackie as a bobblehead. / Still  
25 working on wine.”). Mr. Caldwell communicated the importance of this  
26 development to a potential business partner via an email sent later the same day:  
27 “Good news below. This will be the first JR [Jackie Robinson] bobbles.” Given  
28 Robinson’s singular importance in American sports (he is the only player in Major

1 League Baseball to have had his jersey number retired by all 30 teams) and civil  
2 rights, the multi-year Robinson contract secured Dreams Fulfilled's ability to  
3 produce the featured lead-in to the NNL Centennial in 2020. A successful launch  
4 for Robinson's 100th birthday in 2019 would ensure success of the NNL  
5 Centennial the following year. In addition, Mr. Caldwell believed MLB would  
6 actively promote Jackie Robinson's 100<sup>th</sup> birthday to a greater extent than they did  
7 in 1994 for his 75<sup>th</sup> birthday. This, in fact, has happened as in the words of Mark  
8 Roesler, "ML is making Jackie Robinson the face of baseball." Dreams Fulfilled,  
9 through its foresight, was well-positioned to profit from this wave of publicity both  
10 for Robinson in 2019 and the Centennial of the NNL in 2020.

11 15. The bobbleheads agreement was central to the Contract, which  
12 provides Dreams Fulfilled "the right to use [the licensed Jackie Robinson  
13 intellectual property] in connection with the following products . . . : . . . statutes  
14 [sic] and/or bobbleheads." In a separate March 19, 2018, letter that CMG provided  
15 for presentation to potential business partners, Ms. Chang confirmed, "Dreams  
16 Fulfilled, LLC has entered into a licensing agreement with Mrs. Rachael [sic]  
17 Robinson, represented by CMG Worldwide, Inc., to produce and sell bobbleheads  
18 using the likeness and name of Jack Roosevelt Robinson through December 31,  
19 2020."

20 16. Having secured the Robinson licenses, Mr. Caldwell finalized  
21 arrangements for a line of bobbleheads. He planned two collections in that line.  
22 The first set featured only Jackie Robinson bobbleheads, which would lead the  
23 similar effort planned for the NNL centennial. Dreams Fulfilled also obtained  
24 additional licenses from institutions where Jackie Robinson played sports,  
25 including John Muir Technical High School, Pasadena Junior College, and others,  
26 and made plans to obtain licenses from UCLA and Major League Baseball (MLB).  
27 In April 2018, Dreams Fulfilled executed an agreement with Collectbobbles LLC,  
28 doing business as the National Bobblehead Hall of Fame and Museum, for the

1 manufacture and distribution of both sets of bobbleheads. The agreement includes  
2 a production schedule that reflects the plan for the Jackie Robinson bobblehead set  
3 to precede the NNL bobbleheads. Dreams Fulfilled then began soliciting and  
4 accepting orders for its Jackie Robinson bobbleheads.

5 17. Based on the clear terms of the License Agreement, Dreams  
6 Fulfilled diligently worked to develop its product line. However, on May 10,  
7 Mr. Caldwell participated in a telephone call at Mr. Roesler's request with  
8 Mr. Roesler and Jackie Robinson's son, David Robinson, discussing an unrelated  
9 potential business venture. On that call, Mr. Caldwell mentioned the forthcoming  
10 bobbleheads. Mr. Robinson reacted with surprise upon learning that his mother  
11 had approved a license for bobbleheads. Mr. Roesler redirected the conversation,  
12 which concluded without incident.

13 18. Shortly thereafter, Mr. Caldwell began receiving regular  
14 communications from CMG requesting that he use different verbiage to describe  
15 the Jackie Robinson bobbleheads. As part of ongoing discussions with CMG on  
16 this issue, Mr. Caldwell learned from Ms. Chang that Mr. Roesler's usual practice  
17 with Mrs. Robinson was to videotape her product approvals to remove any  
18 uncertainty. Ms. Chang expressed concern that, for reasons unknown to her, this  
19 standard practice had not been followed for the Jackie Robinson bobblehead  
20 license. Ms. Chang also stated that she did not deal directly with the Robinsons, as  
21 Mr. Roesler preferred to manage the relationship himself. Finally, Ms. Chang  
22 stated that she had previously been aware that Mrs. Robinson generally did not  
23 approve of bobbleheads and that she had been surprised that the deal was ever  
24 made. While Mr. Caldwell had been made aware of those concerns prior to  
25 November 2017, he understood based on CMG's comments that the unique nature  
26 and specific attributes of his planned project (a collection of bobbleheads  
27 celebrating Jackie Robinson's 100th birthday by depicting his life from 1936  
28 through 1962, since extended to 1972, with special emphasis on his role in the civil

1 rights movement) had won Mrs. Robinson's support.

2 19. Following these conversations, Dreams Fulfilled continued the  
3 contractually prescribed process for obtaining approval of bobbleheads and  
4 obtained approval for additional bobblehead designs (nine of twenty planned). On  
5 that basis, Mr. Caldwell believed that the situation had been resolved.

6 20. In July 2018, at CMG's suggestion, Mr. Caldwell approached  
7 MLB to obtain additional licenses for the Jackie Robinson bobblehead collection.  
8 An MLB representative initially told Mr. Caldwell that permission was not  
9 required if Dreams Fulfilled had a valid contract with Mrs. Robinson. Mr.  
10 Caldwell felt that was not correct and presented MLB with a formal written request  
11 that included the March 19 authorization letter from CMG and a request to verify  
12 with CMG directly. Mr. Caldwell learned on July 27 that MLB instead had  
13 contacted the Robinson family directly and would deny the licenses as contrary to  
14 the wishes of the Robinson family. Upon information and belief, MLB's licensing  
15 department informed Sharon Robinson, Jackie Robinson's daughter and an MLB  
16 employee in an unrelated department who set the gears in motion to interfere with  
17 Dreams Fulfilled's project. To the extent that Mrs. Rachel Robinson or  
18 Ms. Sharon Robinson interfered with the project, it violates the license agreement  
19 and the covenant of good faith and fair dealing.

20 21. At approximately the same time, Ms. Chang informed  
21 Mr. Caldwell via telephone that Mrs. Robinson had asserted that Mr. Roesler had  
22 never told her that bobbleheads were part of the Dreams Fulfilled license  
23 agreement and that she wanted the contract voided or terminated. Mr. Caldwell  
24 then received a call from Mr. Roesler on July 27. Mr. Roesler assured  
25 Mr. Caldwell that all was well with the bobblehead licenses and Mrs. Robinson  
26 had simply forgotten what she had agreed to. Mr. Roesler suggested that  
27 Mrs. Robinson suffered from dementia and that her memory was not reliable.  
28 However, Mr. Roesler also stated that the bobbleheads could not be referred to as



1 “bubbleheads” and that any figurines produced might not be able to have moveable  
2 heads and the heads must be proportional to the body. This position – which  
3 contradicts the course of negotiations, express contract terms, and the parties’ prior  
4 performance – apparently reflects Mrs. Robinson’s objection to figurines with  
5 large, moving heads. It also contradicts the plain and common meaning of  
6 “bubblehead”, defined as “a figurine with a disproportionately large head mounted  
7 on a spring so that it bobs up and down, often made as a caricature of a famous  
8 person.”

9 22. Even still, Mr. Caldwell received subsequent communications  
10 from Mr. Roesler and Ms. Chang indicating that things were on track with the  
11 Contract. Yet, in August, Mr. Caldwell heard from representatives at NLBM that  
12 this was not, in fact, the case. The president of the NLBM had been contacted by a  
13 vice-president of MLB, Mr. Tom Brasuell, who informed him that Mrs. Robinson  
14 would not let the bubblehead project proceed and asked the NLBM to cease  
15 cooperation with Mr. Caldwell. Since completing their initial order for Jackie  
16 Robinson bubbleheads at this time, the NLBM, a major customer for Dreams  
17 Fulfilled, has not ordered any more Jackie Robinson bubbleheads despite their  
18 clear popularity.

19 23. After Mr. Caldwell confronted Mr. Roesler with this  
20 information, Mr. Roesler on August 29th offered another proposed resolution to  
21 the growing problem: Mr. Roesler would buy out Dreams Fulfilled’s inventory of  
22 Robinson bubbleheads at manufactured cost and, in return, Mr. Caldwell and  
23 Dreams Fulfilled would agree not to sell Jackie Robinson bubbleheads during  
24 Mrs. Robinson’s lifetime. Mr. Roesler informed Mr. Caldwell that Mrs. Robinson  
25 had been admitted to two hospitals in the past week over a serious leg infection and  
26 was scheduled to see an orthopedic surgeon on August 31st about the infection.  
27 Dreams Fulfilled rejected this proposal, which did not remotely provide Dreams  
28 Fulfilled with its benefits under the license agreement but, more importantly, was



1 deeply disrespectful to Mrs. Robinson.

2           24. At this point, Mr. Roesler threatened to sue Dreams Fulfilled if  
3 it proceeded with sales of Robinson bobbleheads. Incredibly, Mr. Roesler reversed  
4 his prior positions regarding bobbleheads and also claimed (in an email) that he  
5 never presented Dreams Fulfilled with the alternative arrangement described  
6 above. Mr. Roesler also cut Ms. Chang out of the communications with Dreams  
7 Fulfilled despite her prominent role in the relationship.

8           25. In this same email, Mr. Roesler denied Dreams Fulfilled's  
9 request to license Jackie Robinson's Baseball Hall of Fame (BHOFF) plaque for his  
10 Induction Ceremony bobblehead. In earlier conference calls, the BHOFF had  
11 expressed a strong interest in purchasing Jackie Robinson bobbleheads and  
12 licensing his plaque for incorporation in the Dreams Fulfilled project. However,  
13 Dreams Fulfilled belatedly learned the BHOFF, which is also represented by CMG,  
14 owns the intellectual property rights to the plaques. CMG has now refused to work  
15 toward a contract for the BHOFF plaque license. The obstruction not only violates  
16 the covenant of good faith and fair dealing owed to Dreams Fulfilled, but also  
17 deprives the BHOFF and Rachel Robinson of the opportunity to generate significant  
18 income from the combination of the features in memorabilia.

19           26. Given CMG's grossly inconsistent statements, Mr. Roesler's  
20 baseless threat of litigation, and the increased uncertainty regarding whether the  
21 Contract was going to be honored, Dreams Fulfilled temporarily halted sales of the  
22 Jackie Robinson bobbleheads in order to mitigate its potential damages and explore  
23 an amicable resolution with all parties. Dreams Fulfilled stopped soliciting orders,  
24 removed the products from its online store, and deleted references to the products'  
25 availability for purchase. This temporary delay caused significant damages to  
26 Dreams Fulfilled, including loss of sales, marketing momentum, and damaged  
27 credibility with other business partners (including licensors). In addition, the  
28 considerable sums spent on attorneys' fees depleted Dreams Fulfilled's marketing

1 budget to promote both the Robinson Centennial and Negro Leagues Centennial.

2           27. Since that time, CMG, continuing to act as the actual and  
3 apparent agent of Defendants, has proceeded in two manners. First, from early  
4 September 2018 to January 2019, it pretended to negotiate toward a resolution that  
5 would allow CMG to save face with its most important client while providing  
6 Dreams Fulfilled with compensation for the damages it has suffered because of  
7 CMG's conduct. On information and belief, based in particular on the constantly  
8 changing demands Mr. Roesler has imposed on any final resolution, CMG's efforts  
9 in this regard have been purely a charade, designed to forestall, not facilitate, a fair  
10 resolution of the dispute. CMG did not produce a single contract, even in draft  
11 form, that would permit Dreams Fulfilled to execute on the offered and accepted  
12 strategy to compensate Dreams Fulfilled in return for surrendering rights to  
13 produce Jackie Robinson bobbleheads.

14           28. Second, CMG has increased its interference with Dreams  
15 Fulfilled's rights under the Contract. As one example, CMG has violated the  
16 Contract by adopting and even announcing a policy of refusing approval for any  
17 bobblehead without any legitimate basis for such refusal, notwithstanding the  
18 Contract's explicit authorization of bobbleheads. As a second example, CMG  
19 appears to have adopted a policy of refusing approval for virtually all other  
20 products authorized by the Contract, not for any quality-related or other legitimate  
21 reason, but simply to put economic pressure on Dreams Fulfilled during the  
22 ongoing bobblehead dispute.

### 23           **FIRST CAUSE OF ACTION – BREACH OF CONTRACT**

24           29. Dreams Fulfilled realleges and incorporates all preceding  
25 paragraphs.

26           30. The Contract described above is a properly executed, valid, and  
27 binding contract between Dreams Fulfilled and Defendants.

28           31. Dreams Fulfilled did all, or substantially all, of the significant

1 things that the Contract required it to do, including paying significant licensing  
2 fees.

3 32. Defendants, individually and/or through their actual and  
4 apparent agents CMG and Mr. Roesler, breached the Contract and anticipatorily  
5 breached the Contract, as set out above, including without limitation refusing to  
6 approve product for reasons inconsistent with the Contract, announcing that it  
7 would continue to refuse to approve product for reasons inconsistent with the  
8 Contract, and unfairly interfering with Dreams Fulfilled's right to receive the  
9 benefits of the contract.

10 33. Dreams Fulfilled was harmed by Defendants' wrongful conduct  
11 in an amount to be proven at trial, reasonably expected to exceed several hundred  
12 thousand dollars.

## 13 VI. PRAYER FOR RELIEF

14 WHEREFORE, having stated its cause of action against Defendants, Dreams  
15 Fulfilled prays for relief as follows:

16 a. Monetary damages in an amount to be proven at trial,  
17 reasonably expected to exceed several hundred thousand dollars, plus an award of  
18 prejudgment interest;

19 b. A declaration that the Contract is valid and enforceable and that  
20 Dreams Fulfilled is authorized to produce on an exclusive basis Jackie Robinson  
21 bobbleheads for the term of the license agreement, plus an additional three years to  
22 (a) offset the effects of previous interference by CMG and Defendants, and (b) to  
23 cover the 75<sup>th</sup> Anniversary (April 15, 2022) of Jackie Robinson's MLB debut;

24 c. Reasonable costs, disbursements, and attorney's fees;

25 d. An award of exemplary and punitive damages; and  
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1 e. Any such further relief as the Court deems just and equitable.  
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4 Dated: March 8, 2019

Rimon P.C.

5  
6 By: /s/ Richard Mooney  
7 Richard Mooney  
8 Attorneys for Defendant  
9 Dreams Fulfilled, LLC  
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